



Your Guide to Benefits

BIG LOTS, INC.

CLASS 4

**GROUP LONG TERM DISABILITY
PLAN**

GDC97

Canada Life Group Benefits

EXHIBIT

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STATEMENT TO INSURED

THE CANADA LIFE ASSURANCE COMPANY

**HEAD OFFICE: 6201 POWERS FERRY RD., NW
ATLANTA, GEORGIA, 30339**

HAS ISSUED

GROUP DISABILITY INCOME POLICY 88255 LTD

TO

BIG LOTS, INC.

This Booklet-Certificate is issued to insured persons as evidence of their coverage. It explains the features of the group plan. Canada Life urges You to read it with care so that You will have a full understanding of the Plan and what it could mean to You and Your family.

This Booklet-Certificate takes the place of all certificates which may have been issued to You before. It is an important document and should be kept in a safe place. It is void and of no effect if You are not entitled to or have ceased to be entitled to the insurance coverage. No clerical error will invalidate Your insurance coverage if it is otherwise validly in force.

Fraud:

It is a crime if, knowingly, and with intent to injure, You defraud or deceive Us, or provide any information that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of Your claim and are subject to prosecution and punishment to the full extent under state and/or federal law. Canada Life will pursue all appropriate legal remedies in the event of Insurance fraud.

GDC97-02

**OHIO
LIFE AND HEALTH INSURANCE GUARANTY
ASSOCIATION DISCLAIMER**

The Ohio Life and Health Guaranty Association may not provide coverage for this policy. Even if coverage is provided, it may be subject to substantial limits or exclusions, and require continued residency in Ohio. You should not rely on coverage by the Ohio Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

Ohio Life and Health Insurance Guaranty Association
1840 Mackenzie Drive
Columbus, Ohio 43220

Ohio Department of Insurance
2100 Stella Court
Columbus, Ohio 43226-0566

SCHEDULE OF INSURANCE

Class: **Name:** 4

Description: All Non-Exempt Salaried
Employees Earning Less Than
\$4,167 per month

Service Waiting Period: The first day that You are Actively at Work.

Benefit Percentage: 60%

Maximum Benefit: \$9,000

Minimum Benefit: At no time will Your benefit be less than \$100
unless otherwise provided under the terms and
conditions of this policy.

Your Monthly Income Benefit helps to protect You from loss of income due to a Disability as defined in the Policy. Your Monthly Income Benefit is subject to maximums and to reductions by Your Income From Other Sources. Refer to the Amount of Monthly Income Benefit for Disability sections for details about how Your Monthly Income Benefit is calculated.

Elimination Period: 180 days

Maximum Benefit Period:**AGE AT DATE
DISABILITY
COMMENCES****MAXIMUM BENEFIT PERIOD**

Under 60

to age 65 (a minimum of 60 Monthly Income Benefit payments will be made).

60

60 Monthly Income Benefit payments

61

48 Monthly Income Benefit payments

62

42 Monthly Income Benefit payments

63

36 Monthly Income Benefit payments

64

30 Monthly Income Benefit payments

65

24 Monthly Income Benefit payments

66

21 Monthly Income Benefit payments

67

18 Monthly Income Benefit payments

68

15 Monthly Income Benefit payments

69 or over

12 Monthly Income Benefit payments

The Maximum Benefit Period is the *longer* of:

- (a) the period shown in the above table; *or*
- (b) until Your Normal Retirement Age under the 1983 amendments to the United States Social Security Act.

Your Normal Retirement Age under the 1983 amendments to the United States Social Security Act is determined by the year of Your birth, as follows:

Year of Birth**Normal Retirement Age**

Before 1938

Age 65

1938

Age 65 and 2 months

1939

Age 65 and 4 months

1940

Age 65 and 6 months

1941

Age 65 and 8 months

1942

Age 65 and 10 months

1943 through 1954

Age 66

1955

Age 66 and 2 months

1956

Age 66 and 4 months

1957

Age 66 and 6 months

1958

Age 66 and 8 months

1959

Age 66 and 10 months

After 1959

Age 67

Premium Contributions: Your coverage is non-contributory. This means Your employer pays all of Your premium for you.

You must read this Schedule of Insurance in conjunction with the rest of the Policy.

GDC97-03

DEFINITIONS

Below are the terms as defined in the Policy.

All male terms will include the female term, unless stated otherwise.

GENERAL DEFINITIONS

Accident means an occurrence causing Injury, damage or loss.

Actively at Work means that You are *either*:

- (a) actually performing Your normal duties, if it is a scheduled work day; *or*
 - (b) capable of performing Your normal duties, if You are *not* at work due to a non-scheduled work day, holiday or vacation day;
- at Your normal place of employment or at some other location where Your Employer's business requires You to be.

Annual Earnings are based on the premium amount received at the time Canada Life receives Proof of Your Disability.

Annual Earnings means Your annual gross base earnings. Annual Earnings excludes any income You receive such as but not limited to, bonuses, dividends, overtime and profit sharing.

However, if Your plan includes commissions, Your Annual Earnings will be calculated as *either*:

1. If You have been employed by Your employer for at least 24 months, Your average commissions as an employee during the immediately preceding 24 months as set forth on Your W-2 Withholding Statement will be used; *or*
2. If You have been employed by Your employer for less than 24 months, the amount that is estimated by Your employer will be used. The estimate must reflect a reasonable expectation of the income to be earned. Canada Life will verify the estimate with Your Employer at the time a claim is submitted.

Appropriate Evaluation and Treatment means medical care and treatment that meets *all* of the following:

1. It is received from a Physician whose expertise, medical training and clinical experience are suitable for treating Your Disability; *and*
2. It is deemed medically necessary and appropriate to meet the needs of your Disability; *and*
3. It is consistent in type, frequency and duration of treatment with relevant guidelines based on national medical, research and health care organizations and governmental agencies; *and*
4. It is consistent with the diagnosis of Your condition; *and*
5. Its purpose is maximizing Your medical improvement and aiding in your return to work.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the index is discontinued or changed, another comparable index may be used by Us.

Disability means You have a Total Disability *or* a Residual Disability as defined in this Policy.

Disabled means You are Totally Disabled *or* Residually Disabled as defined in this Policy.

Effective Date means November 1st, 2001.

Eligible Employee means each full time employee who works at least 30 hours per week for the employer on a regular basis. An Employee must be a legal citizen or resident of the United States or Canada. This does not include temporary, seasonal, or contract employees. An Employee who is not a citizen is ineligible for Insurance if he leaves the United States or Canada for one hundred eighty (180) or more consecutive days.

Elimination Period is the period that You must have been continuously Disabled before You may receive payments under the policy as outlined in the Schedule of Insurance. The Elimination Period begins on the day that You meet the Definition of Disability under this Policy. If You cease to be Disabled for 30 days or less during the Elimination Period, those days will not interrupt the Elimination Period and the Disability will be treated as continuous. You must serve the *full 180 day* Elimination Period within a total period equal to 210 days. Any day that You cease to be Disabled as defined under this Policy will not be considered to satisfy the Elimination Period.

Employer means the Policyholder.

Hospital or medical facility means a facility accredited by JCAHO (Joint Commission on Accreditation of Health Care Organizations) to provide medical evaluation and treatment of patients under the direction of an active staff of licensed physicians.

Hospitalization means being an in-patient 24 hours a day.

Indexed Pre-Disability Monthly Earnings means Your Monthly Earnings immediately prior to the date You became disabled, increased by an index factor. The index factor adjustment will be made starting on the 13th benefit payment and on each anniversary of that date. The amount of each adjustment will be the *lesser* of:

- (a) 3%; or
- (b) the percentage increase in the CPI-W during the prior Calendar Year.

Injury means bodily injury caused by an Accident.

Insurance means the group long term disability income insurance coverage provided by the Policy.

Leave of Absence means an arrangement where You and the Employer agree that You will not be Actively at Work for a specific period of time and You are expected to be Actively at Work at the end of that period. If an Eligible Employee becomes Disabled while on Leave of Absence, Monthly Income Benefits will be based upon Monthly Earnings as last reported to Canada Life immediately prior to the beginning of the Leave of Absence.

Legal Residence means a place of permanent residence. This is a fixed place of residence which You intend to be Your home and to which You intend to return despite temporary residences elsewhere or temporary absences.

Material and Substantial Duties means duties that:

- a) are normally required for the performance of Your own or any occupation; *and*
- b) cannot be reasonably omitted or modified.

Monthly Earnings means Your Annual Earnings divided by 12.

Monthly Income Benefit means the *lesser* of:

- a) the amount of Your Pre-Disability Monthly Earnings multiplied by the Benefit Percentage; *or*
- b) the Maximum Benefit as shown in the Schedule of Insurance.

Monthly Income Payment means Your Monthly Income Benefit as calculated under the Amount of Monthly Income Payment provision.

No fault Auto Insurance means a motor vehicle plan or policy that pays benefits without regard to who was at fault in any motor vehicle Accident that occurs.

Own Occupation means the duties that You regularly performed for which You were covered under this Policy immediately prior to the date Your Disability began. The occupation may involve similar duties that could be performed with Your Employer or any other employer.

Physician means a qualified doctor of medicine, other than You or a member of Your family, who is both licensed by at least one state to practice medicine and who is providing You with appropriate medical care within the area of his or her medical training and qualifications.

Policy means the group long term disability income policy issued by Canada Life to the Policyholder and described by this Certificate.

Pre-Disability Monthly Earnings means Your Monthly Earnings immediately prior to the date you became Disabled.

Pregnancy includes childbirth or miscarriage and any disease or infirmity resulting from or aggravated by the pregnancy. It also includes therapeutic abortions or complications arising from any abortion.

Prior Plan means a policy or plan of group long term disability income benefits which this Policy replaces and which was in force until the day before November 1st, 2001.

Salary Continuation Plan means continued payments to You by Your Employer of all or part of Your Monthly Earnings after You become Disabled. This continued payment must be part of an established plan maintained by Your Employer for the benefit of all employees. Salary continuation does not include compensation paid to You by Your Employer for work You actually perform after Your Disability begins.

Sickness means an illness, disease, or pregnancy.

Social Security Plan means disability or retirement benefits that You, Your spouse or any of Your dependents have received or are eligible to receive because of Your Disability under:

1. the United States Social Security Act;
2. the Canada Pension Plan;
3. the Quebec Pension Plan;
4. any other Federal, State, provincial or local government act or law.

We, Us, and Our mean the insurer, Canada Life Assurance Company.

Work Earnings means Your gross Monthly Earnings from work You perform while Disabled, including Earnings from Your Employer, any other employer or self-employment. If You are paid in a lump sum or on a basis other than monthly, Canada Life will prorate Your Work Earnings over the period of time to which they apply. If no period of time is stated, Canada Life will use a reasonable period of time. Work Earnings will not include any renewal commissions, overriding renewal commissions, or service fees received on business sold before You became Disabled.

You and Your mean an Eligible Employee.

Other terms are defined elsewhere in the Policy.

GDC97-04

DEFINITION OF DISABILITY AND DISABLED

Totally Disabled and Total Disability mean during the Elimination Period and the next 24 months because of an Injury or Sickness You meet *all* of the following:

- a) You are unable to do the Material and Substantial Duties of Your Own Occupation; *and*
- b) You are receiving Appropriate Evaluation and Treatment from a Physician for that Injury or Sickness; and
- c) Your Work Earnings are less than 20% of Your Indexed Pre-Disability Monthly Earnings.

The definition changes 24 months after the end of the Elimination Period. From that point on, Totally Disabled and Total Disability mean because of an Injury or Sickness, *all* of the following are true:

- a) You are unable to do the Material and Substantial Duties of any occupation for which You are or may become reasonably qualified by education, training, or experience; *and*
- b) You are receiving Appropriate Evaluation and Treatment from a Physician for that Injury or Sickness; and
- c) Your Work Earnings are less than 20% of Your Indexed Pre-Disability Monthly Earnings.

Residually Disabled and Residual Disability mean during the Elimination Period and the next 24 months because of an Injury or Sickness, You meet *all* of the following:

- (a) You are unable to do the Material and Substantial Duties of Your Own Occupation; *and*
- (b) You are receiving Appropriate Evaluation and Treatment from a Physician for that Injury or Sickness; *and*
- (c) Your Work Earnings are between 20% to 80% of Your Indexed Pre-Disability Monthly Earnings.

The definition changes 24 months after the end of the Elimination Period. From that point on, Residually Disabled and Residual Disability mean because of an Injury or Sickness, *all* of the following are true:

- (a) You are unable to do the Material and Substantial Duties of any occupation for which You are or may become reasonably qualified by education, training, or experience; *and*
- (b) You are receiving Appropriate Evaluation and Treatment from a Physician for that Injury or Sickness; *and*
- (c) Your Work Earnings are between 20% to 60% of Your Indexed Pre-Disability Monthly Earnings.

The loss of a professional license, occupational license or certification does not in itself mean You are Disabled.

Your loss of earnings must be a direct result of Your Sickness, Pregnancy or Injury. Loss of earnings due to economic factors such as, but not limited to, recession, job elimination, pay cuts and job-sharing will not be considered.

GDC97-05

RECURRENT DISABILITY

Recurrent Disability means a Disability which has the same cause as the original Disability and begins after you have returned to work for less than 6 months.

Canada Life will treat the Recurrent Disability as part of the original Disability, subject to *all* of the following:

- (a) You will not have to satisfy a new Elimination Period if You have already satisfied the Elimination Period with Canada Life for the original Disability; *and*
- (b) Any benefit payments will be subject to the terms of this policy for the original Disability; *and*
- (c) You remain continuously insured under this Policy for the period between the original Disability and the recurrent Disability.

Any disability that does not have the same cause as the original Disability that occurs during the 6 month period will be treated as a new Disability and You must satisfy a new Elimination Period.

If the Recurrent Disability begins more than 6 months after the end of the original Disability, You must satisfy a new Elimination Period.

You will not receive benefits under this provision:

- a) If You are entitled to receive benefits under any other group long term disability policy or plan; *or*
- b) Upon termination of this plan with Canada Life.

CONCURRENT DISABILITY

If a new Disability occurs while Monthly Income Benefits are payable, it will be treated as part of the same period of Disability and is subject to *both* of the following:

- 1. The Maximum Benefit Period; *and*
- 2. Exclusions and Limitations provisions.

GDC97-12

BECOMING INSURED

WHEN YOUR INSURANCE BEGINS

If *Your Employer* pays the entire premium for Your Insurance, Your Insurance begins on the first day You are Actively at Work following the date that You become an Eligible Employee and have satisfied the Service Requirement as outlined in the Schedule of Insurance. An application to become insured must be completed on a form approved for that purpose by Us. It must be promptly deposited with Us at Our Head Office.

BECOMING INSURED AGAIN AFTER YOUR INSURANCE ENDS

You may become insured again under the Group Policy after Your Insurance ends because You leave employment with Your Employer. The general rule is that You may become insured again on the same basis as an Eligible Employee as provided in the Becoming Insured section. However, the following special rules apply if You leave employment with Your Employer and are rehired,

1. *within six months* of the date your Insurance ended and You *meet the definition of an Eligible Employee*, You do not need to satisfy a new Service Waiting Period; *or*
2. *within six months* of the date your Insurance ended and You *do not meet the definition of an Eligible Employee*, all periods of full-time work may be used to satisfy a new Service Waiting Period; *or*
3. *more than six months* after the date Your Insurance ended, any past periods of work will not be used to determine the date that you satisfy the new Service Waiting Period.

Delayed Effective Date for Your Insurance

If You are not Actively at Work on the date Your Insurance would otherwise begin, Your Insurance begins on the date You are again Actively at Work.

GDC97-13

CHANGES IN INSURANCE

CHANGE IN CLASS OR MONTHLY EARNINGS

The amount of Your Monthly Income Benefit may change if:

- (a) You become a member of a different Class; *or*
- (b) the amount of Your Monthly Earnings changes; *and*
- (c) Your Employer tells Canada Life in writing about a change in Class or a change in the amount of Monthly Earnings no later than 31 days after the change occurs; *and*
- (d) the premium paid is based on the change.

If the change would *decrease* Your amount of Insurance, the decrease takes effect on the date of the change.

If the change would *increase* Your amount of Insurance, the increase takes effect on the first day You are Actively at Work following the *later* of the date:

- (a) the change occurs; *or*
- (b) Canada Life approves Your Proof of Good Health, if You are required to give Proof of Good Health.

GDC97-14

WHEN YOUR INSURANCE ENDS

Your Insurance will end on the *earliest* of the date:

1. the Policy is canceled; *or*
2. You cease to be a member of a Class defined on the Schedule of Insurance;
or
3. the Policy is changed to end the Insurance for Your Class; *or*
4. that is the last day of the period for which premium was paid, if a premium is not paid when due; *or*
5. You retire; *or*
6. You die; *or*
7. Your Monthly Income Benefits end, if You are not again Actively at Work;
or
8. You start full-time active duty with the armed forces of any country or international organization; *or*
9. You cease to be an Eligible Employee as defined in the Definitions of this policy; *or*
10. The end of the month following the month You cease to be Actively at Work due to an Injury or Sickness for which you do not receive Monthly Income Benefits.
11. You request, in writing, for Your Insurance to be terminated.

12. You cease to be Actively at Work. However, Your Employer may continue Your Insurance (unless it ends due to any of the above reasons) during the following periods:

- (a) until the end of the month following the month You cease to be Actively at Work due to a temporary lay-off;
- (b) until the end of the month following the month You cease to be Actively at Work due to a Leave of Absence;
- (c) until the end of the month following the month You cease to be Actively at Work due to Your being called to active duty as a reservist with the Armed Forces Reserve;
- (d) during an absence from work due to a Leave of Absence that is in compliance with the Family Medical Leave Act.

After Canada Life determines that You are Disabled, Your Monthly Income Benefits *will not* be affected by:

- 1. termination or cancellation of the Employer's plan; *or*
- 2. termination of Your coverage; *or*
- 3. any amendment that is effective after the date You are Disabled.

GDC97-16

INCOME FROM OTHER SOURCES

As set out in the Amount of Monthly Income Benefit for Disability sections, Canada Life takes into account the total of all Your Income From Other Sources in determining the amount of Your Monthly Income Benefit. Your Income From Other Sources is any amounts that You receive or are eligible to receive as a result of Your Disability from the following:

1. Any amounts from the Employer as commissions, severance allowance, sick pay, or as part of any salary continuation plan. Work Earnings and Rehabilitative Benefits will not be used to reduce Your Monthly Income Benefit except as described in any applicable Income Offset Method, Proportionate Method and Rehabilitation Feature.
2. Any amounts from a retirement or pension plan for which any Employer has paid any part of the cost, except for the portion of the benefits that represent Your contribution to the plan. The following *are not* considered to be retirement plans:
 - a) profit sharing plans;
 - b) thrift or savings plans;
 - c) non-qualified plans of deferred compensation;
 - d) plans under IRC Section 401(k) or 457;
 - e) individual retirement accounts (IRA);
 - f) tax sheltered annuities (TSA) under IRC Section 403 (b);
 - g) stock ownership plans; or
 - h) Keogh (HR-10) plans.
3. Any amounts from another group disability insurance policy or plan for which the Employer has paid any part of the cost.
4. Any amounts from another group insurance policy for which the Employer has paid any part of the cost. A group Insurance policy is one which the Employer contributes toward or makes payroll deduction for *any* of the following:
 - a) other group health insurance policies to the extent that they provide benefits for loss of time from work due to disability; *and*
 - b) a group life policy that provides installment payments for permanent total disability.

5. Any amounts under a Workers' Compensation law, an occupational disease law, or any similar act or law.
6. Any amounts because of Your disability or retirement under the United States Social Security Act or under any similar plan or act, including similar plans or acts in other countries. This includes *any* amounts from these sources because of Your disability or retirement that
 - a) You receive, are entitled to receive or would have been eligible to receive upon making timely application because of Your disability or retirement.
 - b) are available with respect to Your spouse and dependents (regardless of marital status or their place of Legal Residence) because of Your disability or retirement. If You are divorced or legally separated, benefits paid directly to Your dependents will be considered.
7. Where allowed under state law, any amounts for loss of income under No-fault Auto Insurance.
8. Any amounts from a compromise, settlement, or damages whether disputed or undisputed.
9. Any amounts from the Maritime Maintenance and Cure (Jones Act).
10. Any amounts from any Unemployment Insurance Law or Program.
11. Any amounts as loss of income awards or loss of income settlements involving liability insurance or court actions.
12. Any amount for which You are eligible and that is paid directly to a third party.

COST OF LIVING FREEZE IN INCOME FROM OTHER SOURCES

After Your Monthly Income Benefit is reduced, it is not subject to further reductions based on cost of living increases provided that the increase becomes effective while You are disabled and eligible to receive the Income from Other Sources.

Rules for Income From Other Sources

You must apply for all the Income From Other Sources for which You are eligible and do what is needed to obtain them. If Your Social Security plan application is denied, Canada Life will assist you in appealing the decision by the Social Security plan to a level satisfactory to us.

As part of Your Proof of Disability, Canada Life requires that You furnish evidence to Canada Life that You have duly applied for all Income From Other Sources for which You are or may become eligible. This includes:

1. making the application for such benefits; *and*
2. if Your initial application is denied, and Canada Life so recommends, making any and all available appeals.

Canada Life must receive written proof that all available appeals have been exhausted.

Estimate of Potential Income From Other Sources (or other Disability Benefits)

Until you have given written proof to Canada Life that all available appeals have been exhausted, Canada Life may:

1. estimate Your monthly Income from Other Sources; *and*
2. reduce the Monthly Income Benefit payment by that amount.

If Canada Life reduces Your benefit on this basis, and if all of Your appeals are denied, Canada Life will restore the reduced amounts to You in one payment.

With proper authorization from You and your Physician, Canada Life will give You or Your legal representative information from Canada Life's claim file to assist in any appeal of denied disability or retirement benefits.

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